

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH CSG CONSULTANTS, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PRIVATE DEVELOPMENT PROJECTS**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the City of Burlingame, State of California, herein called the "City", and **CSG Consultants, Inc.** engaged in providing **Professional Engineering** services herein called the "Consultant".

RECITALS

- A. The City is considering for consultant to provide construction management and inspection services for private development projects.
- B. The City desires to engage a professional engineering consultant to provide Public Works Engineering construction management and inspection services for private development projects because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional engineering services such as construction management and inspection services as detailed in the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by December 31, 2026.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all

times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$1,000,000.00; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Nourdin Khayata.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Martin Quan, Senior Civil Engineer
 City of Burlingame
 501 Primrose Road
 Burlingame, CA 94010

To Consultant: Nourdin Khayata
 CSG Consultants, Inc.
 550 Pilgrim Drive
 Foster City, CA 94404

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.

13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

14. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her

and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - C. Workers' Compensation and Employers Liability Coverage:
 - i. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
 - ii. The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Company for the City of Burlingame.
 - D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
 - E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-VII and authorized to do business in the State of California.
 - F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or

expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this

Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By _____
Lisa K. Goldman
Public Works Director

CSG Consultants, Inc.
Nourdin Khayata
Vice President

Approved as to form:

City Attorney – Michael Guina

ATTEST:

City Clerk - Meaghan Hassel-Shearer



Employee-Owned

EXHIBIT A

3150 Almaden Expressway, #255
San Jose, CA 95118
Phone: 408.618.8300
Fax: 408.618.8310

www.csngenr.com

August 16, 2024

Martin Quan, PE, Senior Civil Engineer
City of Burlingame
Public Works Corporation Yard
1361 North Carolan Avenue
Burlingame, California 94010

**RE: Proposal for Professional Construction Management and Inspection Services
for Private Development Projects**

CSG Consultants, Inc. (CSG) is pleased to present our proposal to the City of Burlingame (City) to provide Professional Construction Management and Inspection Services.

CSG is a construction management and civil engineering consulting firm with multiple offices throughout California. For over 33 years, CSG has been providing a host of professional municipal services to the public sector with a range of services/personnel including full construction management teams and construction inspectors based upon the need and particular scope of the project. Agencies recently served in Northern California include the Cities/Towns of Burlingame, Sunnyvale, Mountain View, Santa Clara, Redwood City, Foster City, Hillsborough, Orinda, San Leandro, Union City, Gilroy, Daly City, San Carlos, and Millbrae.

Our firm brings specialized municipal expertise, convenient proximity, and knowledgeable and highly competent staff to the City. CSG has a large pool of qualified staff from which to draw depending upon the size, scope and needs of a project. Many of our staff have previously worked directly for public agencies and bring first-hand knowledge of jurisdictional constraints and concerns. We have assembled a solid team to meet the City's needs. The team will be led by **Nourdin Khayata, PE**, who will serve as the Contract Manager and point of contact for this contract, providing CSG's team with all the resources required by the City to complete any assigned tasks/projects at a high level of quality, within time and budget.

The CSG Team's strengths include:

- **Experienced Team** – CSG's staff have a proven track record of delivering projects on time and within budget. Many of them bring direct public sector experience providing the City with a unique perspective toward approaching tasks/projects.
- **Breadth of Service** – CSG offers our clients an array of municipal services including project and program management, civil engineering design, construction management and inspection, land development review and map review, stormwater compliance, planning, and building and fire life safety services. Our breadth of services allows us to support any needs our municipal clients may have.
- **Clients' First Mentality** – CSG prides itself on our clients' first mindset, ensuring that the right staff composition is provided for each project. This ensures that the client's needs are always met and that the end results are the best possible product for the City.

As President of CSG, I am authorized to enter into a contract with the City. We welcome the opportunity to talk with you further. If you have any questions or need additional information regarding this proposal, please contact our Contract Manager, Nourdin Khayata, PE, at 650.522.2500, or at nourdin@csngenr.com.

Sincerely,

Cyrus Kianpour, PE, PLS
President



1 | RELEVANT PROJECTS

BURLINGAME POINT IMPROVEMENT PLAN REVIEW | City of Burlingame, California



CSG performed inspection of all infrastructure improvements for the Burlingame Point Airport Boulevard project. This 18-acre development included the realignment of an existing street, a new bridge over Sanchez Creek, new utility infrastructure, including several new storm drain outfalls, and two stormwater treatment facilities. The project also included public access improvements along the San Francisco Bay frontage.

BMR LINCOLN CENTER OFFICE DEVELOPMENT | City of Foster City, California



CSG performed construction inspection and project management for this \$220 million office development project in the City of Foster City. The project included redevelopment of 14-acres of the Lincoln Center Life Science Research Campus. Seven buildings were demolished for development of this project.

GILEAD SCIENCES CAMPUS | City of Foster City, California



CSG performed inspection for redevelopment and expansion for the Gilead Sciences Campus since 2015. The campus improvements have been broken into several phases and have involved five new office and lab buildings. CSG staff has performed inspection of all wet utility systems (water/sewer/storm), landscaping, hardscaping, and bioretention areas.

1699 OLD BAYSHORE HIGHWAY | City of Burlingame, California



The Project constructs a new research and development two-building campus. A primary goal is to create high quality design and functionality to attract leading industry life science tenants to Burlingame and to contribute to the City's established business community. The developer is planning a soft opening by late 2024.



1766 EL CAMINO REAL | City of Burlingame, California



New development of an 8-story multifamily structure on a 1.7-acre site located at the intersection of El Camino Real and Trousdale Drive in Burlingame. The residential portion includes 311-units/apartments and will provide tenants with 328 parking spaces. Construction is in progress and is about 55% complete.

258 ANZA TOPGOLF | City of Burlingame, California



The project demolished the existing golf driving range facilities and is constructing a new 3-story Topgolf facility. A new driving range outfield is being constructed and will be finished with artificial turf and protective netting. A new parking lot is being built on the property, along with a secondary access road. Site work is in progress and is about 70% complete.

555-567-577 AIRPORT PROJECT | City of Burlingame, California



The project constructed multi story building, site work improvements and BCDC trail improvements. The project will be completed in September 2024.

1 ADRIAN COURT | City of Burlingame, California



The project constructed multi story building, site work improvements and BCDC trail improvements. The project will be completed in September 2024.



1433 FLORIBUNDA | City of Burlingame, California



This project includes site grading and construction of a new 8-unit multi-family condominium development. Building shell and exterior are complete and the project is about 85% complete.

1875 CALIFORNIA DRIVE | City of Burlingame, California



The project consists of eighty residential units in a new 5-story wood framed structure over 3-story concrete podium and associated site improvements. Construction is about 15% complete.

1855-1881 NORTH ROLLINS ROAD | City of Burlingame, California



The project consists of a new 5-story multi-family residential building and parking structure. It will provide 420 apartment units, and the parking structure will provide a total of 530 parking stalls. Construction is in progress and is about 70% complete.

220 PARK & LOT E | City of Burlingame, California



The project constructed a 6-floor office building over a parking structure and maintained portion of the existing post office. The building includes a parking structure with two below grade levels and one level at grade. Temporary occupancy was signed off in May 2024.



1221-1251 WHITE HORN WAY | City of Burlingame, California



Three commercial buildings, each divisible into four units. Each unit comes with mezzanine space. One per thousand parking ratio, with potential additional availability.

1095 ROLLINS ROAD | City of Burlingame, California



The project constructed a new multi-family residential building with six levels of construction, all over a one level subterranean garage containing both surface and stacked parking. The project constructed 150 apartment units and 192 off-street parking spaces. Construction was completed and finalized in July 2024.

150 PARK STREET (LOT F) | City of Burlingame, California



The project constructed 132 affordable units and associated parking on the developer's property. Construction was completed and finalized in April 2024.

Additional Development Projects

CSG has provided inspection services for various developments, which include the following Bay Area Cities:

- Crystal Springs Upland School, City of Belmont
- The Waverly, City of Foster City
- Foster Square, City of Foster City
- Moller Ranch, City of Dublin
- Hecker Pass, City of Gilroy
- Oak Creek, City of Gilroy
- The Dunes at Monterey Bay, City of Marina
- Amadora South, City of Morgan Hill
- Madrone Plaza, City of Morgan Hill
- Charring Cross, City of Pacifica
- San Pedro Terrace, City of Pacifica
- Stonebridge, City of Morgan Hill
- Wallis Ranch, City of Dublin
- Fallon Ridge, City of Dublin
- Veterans Affairs Clinic, City of Marina
- East Garrison, County of Monterey
- Connemara, City of Pacifica
- Waterstone, City of Vallejo



2 | PROJECT MANAGEMENT APPROACH

Approach for Construction Management

Our approach to managing the development projects promotes flexibility and efficiency and provides the right expertise to match the project's specific needs.

CSG is known for efficiency whereby an inspector could cover more than one project on most days. We will be diligent in providing efficient and experienced staffing. Our role and responsibility go beyond working with the developers and the City's project manager. We recognize that coordination with multiple stakeholders is vital to the success of each development project. This includes developers, developers' contractors, subcontractors, City Departments such as Public Works, Utilities, Planning, Building, Police and Fire as well as the residents of the City of Burlingame. Some of the elements CSG will look at include:

- Site logistics and constraints
- Construction management plan
- Scheduling requirements
- Environmental impacts of proposed construction methods
- Clarity of contract documents
- Technical constructability
- Compatibility of contract plans, specifications and applicable standards
- Subsurface soil data
- Construction phasing if necessary
- Traffic control
- Coordination with residents and businesses
- Utility clearances for constructability and project schedule
- Access to properties and businesses by pedestrians during construction
- Public Relations

CSG has recently begun using an online project management software platform (eBuilder) to manage construction of capital improvement projects. eBuilder is highly customizable and can be used to manage construction of Land Development projects as well. If desired by the City of Burlingame, CSG can set up the City to manage all construction workflows and generate customized reports and dashboards. This link provides an overview of eBuilder (https://youtu.be/AZWjGwQJe-E?si=ozf9qVFEsv9o8a_m).

CONSTRUCTION PHASE

Land Development Inspection and Construction Management

CSG has provided field inspection of infrastructure work for developments throughout the Bay Area including Foster Square for the City of Foster City, BMR Life Sciences Campus for the City of Foster City, Cypress Walk, Connemara and Harmony @1 in the City of Pacifica, The Dunes, Marina Heights, the Veteran Administration and Cinemark in the City of Marina, East Garrison Development in the County of Monterey, and the Polo Ranch Development in the City of Scotts Valley.



Additionally, CSG is currently providing inspection and project management services on several developments in the City of Burlingame, as summarized in the preceding pages. We perform these services on behalf of public agencies in overseeing development projects. We do not work directly for developers. CSG understands the difference in managing and inspecting CIP vs. development projects. The following are critical aspects while inspecting grading and infrastructure work on development projects:



- Inspectors must be available on a short notice and look to help resolve conflicts in an expeditious manner
- Understanding the goals and objectives of developers versus the governing agency and enforcing the standards and requirements of the agencies while coordinating with all stakeholders to keep the project moving forward
- Understanding and enforcing all governing documents including development agreement, conditions of approval, and other pertinent agreements
- Coordination with other governing entities such as water districts, PG&E, AT&T, and Comcast to ensure no conflict with agencies standards
- Bringing any conflicts or necessary changes in the field to the project manager
- Coordinating with geotechnical engineering to ensure the observance and responsibility of grading operation.

After issuance of the permit, CSG will lead or participate in the following steps:

Pre-Construction Conference

Mr. Fakhri will participate or lead the efforts to hold a pre-construction meeting (Pre-Con). The Pre-Con leader will prepare the agenda, coordinate the meeting with all stakeholders, and prepare meeting minutes for distribution. Recognizing some of these projects may be quick and short, some of the subjects to be covered will include but are not limited to project's schedule, City's requirements, permit's conditions of approval, contract milestones, contract submittal requirements, design changes, traffic control plans requirements, traffic control waivers, safety procedures, required City inspections and tests, completion inspections, punch list generation, project occupancy requirements and project closeout.

During the Construction Phase, CSG will be responsible and will enforce the following:

- Inspect work diligently and ensure compliance
- Provide detailed documentation using the City's preferred form of documentation
- Write daily inspector's report
- Track subcontractor's work
- Address construction safety issues
- Resolve field conflicts
- Collaborate with stakeholders
- Document contractor's detours, lane closures and staging plans
- Provide monthly reports documenting construction progress, etc.

Monitor Contractor's Performance

Throughout the project, Mr. Fakhri and Mr. Brian will enforce all requirements of applicable codes, specifications, and contract drawings. There will be daily communication and coordination with the contractor to limit miscommunication and resolve issues in the field.

Construction Schedule Monitoring

CSG team will attend weekly project meetings as necessary to review the project's status, update the project schedule, discuss any outstanding items, resolve disagreements, and work collaboratively towards the successful completion of each phase of the project. The contractor's construction schedule will be used during these meetings as a tool to track the progress of construction. We do understand these projects vary in size and duration and hence they might have one schedule for the entire project.

Daily Inspector Report

CSG uses an effective and detailed report system that tracks contractor personnel and equipment, work progress and field changes while coordinating with the contractor daily to reduce confusion. This system has proved to be a useful and key component in the reduction of future issues. Our Inspector's report will be accompanied by daily photos.



Maintaining Photos and Videos

Photos will be taken continuously during construction. All signage and lane closure setups will be documented, and photos taken to illustrate prior striping and, in case of accidents, to provide documentation of the change associated with the ongoing work. A similar procedure undertaken at the beginning of construction will also be done at project closeout. Photos will be taken of the completed project and will be part of the final package to be submitted to the City with all project documents.

Review Traffic Control/Detour Plans

Given the nature of these different projects, a traffic control plan may be needed ahead of the start of the project. Mr. Fakhil will review traffic control plans and offer comments to the City. They will ensure the contractor is in compliance with MUTCD and the City's standards and ordinances. He will coordinate with the City Traffic Engineer to ensure full compliance with City Ordinances and regulations. Lane closure can only be allowed in the time window in which it was specified in the project plans or City municipal codes.

Coordination with Residents and Businesses

During construction, staff will work hard to minimize the project's impact on the community in order to gain their trust and reaffirm the City's commitment to them. We take a hands-on approach when reaching out to residents and businesses in advance and during construction. Once the contractors schedule is known the CM team will reach out and if possible, visit residents and businesses impacted to provide relevant contact information and an anticipated schedule. The public should be aware that we are concerned about the impacts of construction on their lives, and we will act in their best interest whenever possible. Not all residents/businesses will embrace the work required to upgrade their storm drain system and prevent flooding. Our goal will be to minimize the impact on the public and take quick action to minimize or eliminate all possible claims against the City.

Communication

It is imperative that open channels of communication are established for each construction project. Mr. Fakhil will be in constant communication with his team and the developer to ensure adequate staffing is provided to cover work associated with all developments. Mr. Fakhil in turn will communicate with the City's project manager on the progress of the project. Any issues or conflicts identified will be brought up immediately, so a solution is found with no or minimum impact. Our inspectors are experienced and trained to identify conflicts before they become issues down the road.

Requests for Information (RFI's)/ Design Clarifications

Mr. Fakhil will work closely with Developer, designer, and City project manager to resolve any RFIs or conflicts that may arise. Our staff will conduct meetings if required to define, clarify, and resolve all RFI's expeditiously. The City's Project Manager will be kept informed of all design-related RFI's. Records of all RFI's and responses to the contractor will be properly filed and will be available at all times.

Final Inspection Punch List

With every project, the inspector generates a document listing work that does not conform to contract specifications. Mr. Fakhil and Mr. Brian will work with the contractor to ensure proper completion of all projects prior to final payment. A walkthrough with all stakeholders will be conducted and a punch list will be developed for the contractor to complete. No project is fully completed until all punch list work is addressed and finalized.

Record File

Mr. Fakhil will ensure that the contract administration, documentation, and filing system are prepared and maintained in accordance with CSG's Construction Management Filing System. Our construction managers have used this program successfully on several large construction projects to monitor, coordinate, review and respond to, for example, submittals, RFI's and potential changes, and change orders. The construction management filing system allows the project manager to track all areas of coordination to ensure complete and timely accomplishment of critical or time-sensitive items. This system can be tailored to each job and access can be provided to key members of the project team including City staff, the designer, and the contractor. The system enables the team to remain updated on the latest status of submittals, RFI's, and action item ownership.



Post Construction Phase

A project is only truly completed when all construction is complete, including the punch list items; the final payment is approved and accepted; and the project paperwork is completed and archived. Tasks performed under this phase include:

- Completion of all project documentation, project acceptance documentation, and a claims management/resolution
- Final walkthrough involving the contractor, the City, engineering and maintenance staff, the designer and other relevant stake holders
- Completion of all items on the final construction punch list
- Preparation of final invoicing and resolving and resolving all of the contractor's exceptions to proposed final estimate
- Preparation of final "As-Built" records including record drawings and all discovered utility locations and changes

Our construction management team is experienced in working closely with the constructor and the developer. The key to managing budget and schedule is to the greatest extent possible, recognize those areas, and find a solution before they cause delays. This will help the project stay on budget and schedule.



3 | REFERENCES

Martin Quan
Senior Civil Engineer
City of Burlingame
650-558-7245
mquan@burlingame.org

Laura Galli
Engineering Manager
City of Foster City
650-286-3280
lgalli@fostercity.org

Steven Machida
Public Works Director
City of San Carlos
650-802-4203
sjmachida@cityofsancarlos.org



4 | PROJECT TEAM AND RESUMES

Organizational Chart

The following is an organizational chart with the name and title of our proposed team members who will be assigned to the project. Key personnel are indicated with an asterisk (*) and resumes of proposed personnel can be found in Appendix A of this document.



Key Team Members

Key Personnel, Title	Education	Project Experience
Nourdin Khayata, PE* Contract Manager PE# C52446	Master of Science, Civil Engineering, Tennessee State University, Nashville, TN	<ul style="list-style-type: none"> • Various CIP Projects, Cupertino, CA • 2020 Edgewater Resurfacing Project, Foster City, CA • Patton Parkway, Marina, CA
Nasser Fakih, PE* Construction Manager	Bachelor of Engineering, Civil Engineering, Iowa State University, Ames, IA	<ul style="list-style-type: none"> • Land Development Construction Manager, Burlingame, CA • Asst. City Engineer, CIP Design and CM, Sunnyvale, CA • Senior Construction Engineer, Caltrans
Curtis Brian Inspector	Step 4 Engineering Inspector General Engineering, Contractor #688336	<ul style="list-style-type: none"> • Inspection Services, Burlingame, CA • Inspection/Oversight - Engineering Department, Berkeley, CA • Moller Ranch, Berkeley, CA
Amer Moussalli Inspector	Bachelor of Science, Architectural Engineering, Aleppo University, Aleppo, Syria	<ul style="list-style-type: none"> • Avenues 3-1 & Water Main Replacement, San Bruno, CA • Camino Sobrante Retaining Wall Replacement Project, Orinda, CA



5 | INSURANCE/INDEMNIFICATION

Professional Consulting Services Agreement and confirms that we can meet these requirements.

6 | FEE SCHEDULE

CSG Consultants’ services are billed on a time-and-materials basis according to our standard rates, shown below.

PROFESSIONAL ENGINEERING SERVICES	2024	2025
Assistant Resident Engineer	\$195	\$220
Senior Construction Inspector	\$185	\$195
Resident Engineer	\$240	\$275
Structure Representative	\$240	\$275

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers’ compensation insurance, travel, and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.



Nourdin Khayata PE

Contract Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| C52446

Trench Excavation Safety
Confined Space Training

Cal OSHA 40-Hour HAZMAT

Storm Water Pollution Prevention
Training

EDUCATION

Master of Science, Civil Engineering
Tennessee State University
| Nashville, TN

Bachelor of Science, Civil Engineering
University of Texas
| Austin, TX

PROFESSIONAL AFFILIATIONS

American Public Works Association
(APWA)
Silicon Valley Chapter

American Society of Civil Engineers
(ASCE)

Earthquake Engineering Research
Institute

Toastmasters International
Club: 04840677

Mr. Khayata has over 33 years of experience in project management, civil & municipal engineering, and construction management. He managed projects from inception through close out including administrating federally funded projects. Mr. Khayata worked for Caltrans before joining the private sector. His background experience includes earthwork, asphalt concrete pavement, PCC pavement, traffic signalization, concrete barriers, soundwalls, drainage, box culverts, erosion control, and traffic control. Mr. Khayata is proficient in interpretation of contract documents, writing, and negotiating contract change orders, reviewing and approving contract submittals, and supervision of field inspectors. Mr. Khayata manages the construction management division for CSG Consultants.

Mr. Khayata's municipal experience includes serving as the City Engineer for the City of Marina for the last 8 years. He is responsible for the overall coordination and direction of the public works processes and the day-to-day management of the municipal engineering division. His duties include managing and implementing the capital improvement program (CIP), managing design and construction projects, and overseeing development projects. Mr. Khayata exemplifies strong leadership and management skills.

RELEVANT EXPERIENCE

Various CIP Projects | City of Cupertino, CA

Mr. Khayata served as the resident engineer for several projects including the McClellan Phase I and II bike lane widening projects, Byrne Ave widening, Stevens Creek / Wolf Signal modification, Regnart Creek slope protection, Regnart Creek Trail, and Bulb Road widening project. Mr. Khayata reviewed and processed contractor RFI's and submittals, reviewed and monitored contractor's schedule, evaluated, and processed change orders and administered the contract through project close out.

2020 Edgewater Resurfacing Project | City of Foster City, CA

Mr. Khayata was the resident engineer on the resurfacing of this major arterial in the City of Foster City. Traffic control, public notification and coordination were extremely critical towards the success of this project. Detailed Contract administration system based on LAPM was utilized to administer this federally funded project.

Green Valley Road Improvement Project | City of Watsonville, CA

Mr. Khayata served as the construction inspector for this roadway improvement project. The project included the reconstruction of roadway, through full depth rehabilitation, while also installing bicycle lanes, median island, removing and replacing non-compliant driveways and curb ramps, striping, and replacing asphalt along pedestrian paths with concrete curbs, gutters, and sidewalks. He also coordinated with property and business owners to ensure project schedule and potential impacts were communicated. He also coordinated with PG&E and AT&T for the relocation of their facilities.

Patton Parkway | City of Marina, CA

Mr. Khayata served as the resident engineer for this project. This work involved earthwork, storm drainage, relocation of existing utility underground, AC pavement, retaining walls, landscape, striping, erosion control, new sidewalks, and bike lanes, signing, and streetlights.



Nasser Fakh PE

Construction Manager

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 46442

EDUCATION

Bachelor of Engineering,
Civil Engineering
Iowa State University | Ames, IA

PROFESSIONAL AFFILIATIONS

American Public Works Association
Silicon Valley Chapter

HONORS & AWARDS

2023 APWA Fair Oaks Avenue
Overhead Bridge Rehabilitation
Project of the Year

2019 APWA Honor Award for
Environmental Recycled Water
Hypochlorite Conversion Project

2019 APWA Project Award for
Playground Equipment Replacement
at Four Sunnyvale Parks

2017 APWA Award of Merit for
e-Builder Cloud Based Project
Management System
Implementation

2001 Caltrans "Pioneer" Award for
Workforce Development Training
Efforts

Mr. Fakh has more than 35 years of professional experience in municipal capital improvement projects and Caltrans transportation projects in the planning, design, and construction phases. Mr. Fakh also has experience with Land Development projects in the City of Burlingame and encroachment projects in the City of Sunnyvale. As a principal engineer, he is highly experienced with project planning, budgeting, scoping, design oversight, public outreach, bidding support, construction management, contract administration, project close out, and project management software such as eBuilder.

RELEVANT EXPERIENCE

Construction Manager | City of Burlingame, CA

As a Principal Engineer with CSG, Mr. Fakh has been managing City of Burlingame Land Development projects in the City's right-of-way. These projects include large commercial, residential, research and medical centers such as the developments at 1699 Old Bayshore Highway, 1766 El Camino Real and 1 Adrian Court. Mr. Fakh works closely with a designated CSG inspector and project's stakeholders to manage construction in the City's right of way to ensure compliance with the approved permits and their conditions of approval. Mr. Fakh understands the importance of partnering and working collaboratively with contractors to ensure good progress and achievement of City's development plans.

CIP Manager | City of City of San Carlos, CA

Mr. Fakh has been managing City of San Carlos Capital Improvement Program. Mr. Fakh supervises an engineering team that manages capital projects in various design and construction phases.

Assistant City Engineer | City of Sunnyvale, CA

Mr. Fakh managed engineering and construction management teams that delivered the City's Capital Improvement Program. Duties included managing over seventy-five design and construction projects annually and monitoring their budgets and schedules from inception to construction closeout. Projects included roadway rehabilitation and preservation, streetscapes, signal systems, pedestrian overcrossings, new bridges, bridge rehabilitation, parks, underground water, sewer, and storm drain replacement, water tank rehabilitation, building rehabilitation, fire stations, lifts stations, pumps stations, and solid waste and recycling processing facilities. In this role, Mr. Fakh also led and completed the implementation of e-Builder, a web-based project management software. Notable project experience includes:

- Fair Oaks Bridge Rehabilitation, Sunnyvale, \$21M (federally funded)
- Smart Station Processing Plant Upgrade, \$13M
- Pavement Rehabilitation, \$6M

Senior Construction Engineer | Caltrans District 4

As a Senior Construction Engineer, Mr. Fakh supervised a large team of engineers to administer numerous highway projects throughout the Counties of San Mateo, Santa Clara, and Contra Costa. Notable construction management project experience includes:

- Route 92 widening between Route 35 & Half Moon Bay, \$21M
- San Francisco Airport Inbound/Outbound Access Project, \$86M

Curtis Brian

Construction Inspector

LICENSES & CERTIFICATIONS

Step 4 Engineering Inspector
General Engineering Contractor
#688336

HIGHLIGHTS & CAPABILITIES

(30+) Years of Field Construction Experience
(10) Years Experience as a Public Works Inspector
General Engineering Contractor
Experienced CIP Inspector
(30+) Years of Experience as Heavy Equipment Operator
Directional Drill Owner/Operator

Mr. Brian brings a diverse range of skills to CSG and its clients, gained from more than 30 years of construction experience within the public and private sector. He has served more than 10 years as a Public Works Engineering Inspector, providing services to various City Government Agencies within the San Francisco Bay Area. As an inspector, he assures construction is compliant with specification and plans, while monitoring progress and safety, addressing conflicts and document details. Mr. Brian has been involved with numerous land development projects, new buildings construction, street construction, bridge construction, storm drain systems, hillside stabilization, excavation & grading, underground water pipeline, underground utilities, sanitary sewer, retention basins, creek modification & improvements, retaining walls, traffic signal improvements, pipe bursting, directional drilling, sewer CIPP, and slip lining.

RELEVANT EXPERIENCE

Engineering Department | City of Burlingame, CA

Mr. Brian has been representing the City of Burlingame as the primary point of contact between the city and the prime contractor for large development projects. Mr. Brian ensures that City's commercial, residential, research and medical developments are built in accordance with the approved permits and their conditions of approval.

Mr. Brian provides the City inspection services for onsite and offsite underground utilities, excavation and grading, concrete structures, concrete flat work, storm sewer force main, bio-retention basins, city streetlights, PGE electrical undergrounding, pipe bursting, roadway construction, and street rehabilitation. Mr. Brian works closely with utility companies to ensure that contractors and developers are compliant with permit conditions, contract obligation, plans, and specification. Mr. Brian reviews contractors RFIs and submittals, coordinates and directs field & internal meetings, reviews waivers of work hours prior to approval, assists City Water Department with the coordination, testing and monitoring of DW and FW services, resolves construction field conflicts while communicating with city, monitors public and worker safety (pedestrian & vehicular), and monitors and documents project daily progress.

Projects at City of Burlingame include: Topgolf 12-acre development, 1855 Rollins 325-unit development, 220 Park St. - Burlingame Post Office Restoration & commercial use, 1766 ECR 320-unit 8 story development including 4 story parking garage, 1 Adrian Court 420-unit development with public use outdoor park, 1699 Old Bayshore Highway two 8-story medical buildings and 8-story parking garage and many more.

Engineering Department | City of Berkeley, CA

As a member of the Engineering Department for the City of Berkeley, Mr. Brian's assignments included inspections and general oversight of various CIP projects. Additional duties included coordinating encroachment permits, development projects, and consulting/advising project engineers.

Engineering Department | City of Dublin, CA

Mr. Brian provided field inspections and project monitoring to assure that contractors and developers were compliant with permit conditions, contract obligations, plans, and specifications. Notable projects include Moller Ranch, a 370-unit residential development, Wallis Ranch, a 300-unit residential development, and Aster, a 260-unit residential and commercial development.

Amer Moussalli

Construction Inspector

EDUCATION

Bachelor of Science,
Architectural Engineering
Aleppo University
Aleppo, Syria

Mr. Moussalli is a construction inspector with over 31 years of experience in the construction field. He brings a deep understanding of architectural design and construction for industrial, commercial, and residential structures. Recently, Mr. Moussalli has performed construction inspections of capital improvement and private development projects, including sewer and water improvements, utility tie-ins, and pump stations.

RELEVANT EXPERIENCE

Avenues 3-1 Sewer & Water Main Replacement Project | City of San Bruno, CA

Mr. Moussalli served as the construction inspector for the removal and replacement of approximately 6,000 feet of sewer main. The project also included the removal, replacement, and installation of sanitary sewer manholes.

Camino Sobrante Retaining Wall Replacement Project | City of Orinda, CA

Mr. Moussalli served as the construction inspector for the demolition of an existing rock retaining wall and the installation of a new contract retaining wall. The project involved the installation of soldier pile wall with timber face.

Various Permits / CIP Inspection services | City of Union City, CA

Mr. Moussalli served as the permit inspector as an extension of Union City inspection staff. Work included multiple utility permits including PG&E, East Bay Municipal Utility District, and various right of way encroachment improvements permits. He also inspected a sidewalk and pavement CIP project.

Hillside / Adeline Area Sanitary Sewer Collection System Replacement Project | County of San Mateo, CA

Mr. Moussalli served as the construction inspector for the project including open trench replacement of 1829 LF of existing 6-inch VCP sewer mains with new PVC C900 pipe, 28-point repairs, 79 sewer lateral replacements, removal and replacement of 25 SS Manholes, 4,760 LF of CIPP lining of existing 6" SS pipe, and rehabilitation of 56 lateral connections via the installation of CIPP top hats.

Burlingame Point Improvements - Airport Blvd Sanitary Sewer System | City of Burlingame, CA

Mr. Moussalli served as the construction inspector for improvements along Airport Blvd associated with nearby development construction. Work included 3,200 feet of force main improvements and 2,600 feet of gravity main improvements, along with eighteen manhole replacements, and 23 lateral connections. Additionally, the project included pump station improvements. Mr. Moussalli also regularly met with general contractor and subcontractors to rectify daily project issues. He also coordinated and communicated with businesses impacted by the project.

For the pump station improvements, Mr. Moussalli performed all relative testing in accordance with the project specifications, City ordinances and standards, including hydrostatic pressure and leakage test for the sewer force main line, pressure test for the gravity sewer line, vacuum test for manholes, and CCTV inspection for the gravity sewer line.

Industrial Road Off-site Utility Lateral | City of San Carlos, CA

Mr. Moussalli served as the inspector for this sewer lateral tie-in project for the City. Due to the location of this project construction was performed during the night.